

1 **Rule 1.16. Declining or Terminating Representation.**

2 (a) A licensed paralegal practitioner shall not represent a client or, where representation has  
3 commenced, shall withdraw from the representation of a client if:

4 (a)(1) the representation will result in violation of the Licensed Paralegal Practitioner Rules  
5 of Professional Conduct or other law;

6 (a)(2) the licensed paralegal practitioner's physical or mental condition materially impairs the  
7 licensed paralegal practitioner's ability to represent the client; or

8 (a)(3) the licensed paralegal practitioner is discharged.

9 (b) A licensed paralegal practitioner may withdraw from representing a client if:

10 (b)(1) withdrawal can be accomplished without material adverse effect on the interests of the  
11 client;

12 (b)(2) the client persists in a course of action involving the licensed paralegal practitioner's  
13 services that the licensed paralegal practitioner reasonably believes is criminal or fraudulent;

14 (b)(3) the client has used the licensed paralegal practitioner's services to perpetrate a crime  
15 or fraud;

16 (b)(4) the client insists upon taking action that the licensed paralegal practitioner considers  
17 repugnant or with which the licensed paralegal practitioner has a fundamental disagreement;

18 (b)(5) the client fails substantially to fulfill an obligation to the licensed paralegal practitioner  
19 regarding the licensed paralegal practitioner's services and has been given reasonable warning  
20 that the licensed paralegal practitioner will withdraw unless the obligation is fulfilled;

21 (b)(6) the representation will result in an unreasonable financial burden on the licensed  
22 paralegal practitioner or has been rendered unreasonably difficult by the client; or

23 (b)(7) other good cause for withdrawal exists.

24 (c) Reserved.

25 (d) Upon termination of representation, a licensed paralegal practitioner shall take steps to  
26 the extent reasonably practicable to protect a client's interests, such as giving reasonable notice  
27 to the client, allowing time for employment of other counsel, surrendering papers and property to  
28 which the client is entitled and refunding any advance payment of fee or expense that has not  
29 been earned or incurred. The licensed paralegal practitioner must provide, upon request, the  
30 client's file to the client. The licensed paralegal practitioner may reproduce and retain copies of  
31 the client file at the licensed paralegal practitioner's expense.

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33 Comment

34 [1] A licensed paralegal practitioner should not accept representation in a matter unless it can be  
35 performed competently, promptly, without improper conflict of interest and to completion.  
36 Ordinarily, a representation in a matter is completed when the agreed upon assistance has been  
37 concluded. See Rules 1.2(c) and 6.5. See also Rule 1.3, Comment 4.

38 Mandatory Withdrawal

39 [2] A licensed paralegal practitioner ordinarily must decline or withdraw from representation if  
40 the client demands that the licensed paralegal practitioner engage in conduct that is illegal or  
41 violates the Licensed Paralegal Practitioner Rules of Professional Conduct or other law. The  
42 licensed paralegal practitioner is not obliged to decline or withdraw simply because the client  
43 suggests such a course of conduct; a client may make such a suggestion in the hope that a  
44 licensed paralegal practitioner will not be constrained by a professional obligation.

45 [3] Reserved.46 Discharge

47 [4] A client has a right to discharge a licensed paralegal practitioner at any time, with or without  
48 cause, subject to liability for payment for the licensed paralegal practitioner's services. Where  
49 future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written  
50 statement reciting the circumstances.

51 [5] Reserved.

52 [6] If the client has severely diminished capacity, the client may lack the legal capacity to  
53 discharge the licensed paralegal practitioner, and in any event the discharge may be seriously  
54 adverse to the client's interests. The licensed paralegal practitioner should make special effort to  
55 help the client consider the consequences and may take reasonably necessary protective action as  
56 provided in Rule 1.14.

57 Optional Withdrawal

58 [7] A licensed paralegal practitioner may withdraw from representation in some circumstances.  
59 The licensed paralegal practitioner has the option to withdraw if it can be accomplished without

60 material adverse effect on the client's interests. Withdrawal is also justified if the client persists  
61 in a course of action that the licensed paralegal practitioner reasonably believes is criminal or  
62 fraudulent, for a licensed paralegal practitioner is not required to be associated with such conduct  
63 even if the licensed paralegal practitioner does not further it. Withdrawal is also permitted if the  
64 licensed paralegal practitioner's services were misused in the past even if that would materially  
65 prejudice the client. The licensed paralegal practitioner may also withdraw where the client  
66 insists on taking action that the licensed paralegal practitioner considers repugnant or with which  
67 the licensed paralegal practitioner has a fundamental disagreement.

68 [8] A licensed paralegal practitioner may withdraw if the client refuses to abide by the terms of  
69 an agreement relating to the representation, such as an agreement concerning fees or court costs  
70 or an agreement limiting the objectives of the representation.

71 Assisting the Client Upon Withdrawal

72 [9] Even if the licensed paralegal practitioner has been unfairly discharged by the client, a  
73 licensed paralegal practitioner must take all reasonable steps to mitigate the consequences to the  
74 client. Upon termination of representation, a licensed paralegal practitioner shall provide, upon  
75 request, the client's file to the client notwithstanding any other law. It is impossible to set forth  
76 one all encompassing definition of what constitutes the client file. However, the client file  
77 generally would include the following: all papers and property the client provides to the licensed  
78 paralegal practitioner; litigation materials such as pleadings, motions, discovery, and legal  
79 memoranda; all correspondence; depositions; expert opinions; business records; exhibits or  
80 potential evidence; and witness statements. The client file generally would not include the  
81 following: the licensed paralegal practitioner's work product such as recorded mental  
82 impressions; research notes; legal theories; internal memoranda; and unfiled pleadings.